

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-138

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

LANCASTER COUNTY SHERIFF UNIFORMS

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, April 25, 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be downloaded from the City/County website at www.lincoln.ne.gov "Bids", "Bidding Opportunities & Awards", Specification Number listed above. Prospective bidders must monitor the website for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope, with the company name Specification number noted on the outside.**

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SEALED BID

SPECIFICATION NO. 07-138

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, April 25, 2007

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

LANCASTER COUNTY SHERIFF UNIFORMS

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Shirts - Short Sleeve for Deputies	35 ea	\$_____	\$_____
2. Shirts - Short Sleeve for Courts	22 ea	\$_____	\$_____
3. Shirts - Long Sleeves for Deputies	35 ea	\$_____	\$_____
4. Shirts - Long Sleeve for Courts	22 ea	\$_____	\$_____
5. Trousers - Year Round for Deputies (Poly/Wool)	60 pr	\$_____	\$_____
6. Trousers - Year Round for Courts	10 pr	\$_____	\$_____
7. Sheriff Style Hats - Felt	5 ea	\$_____	\$_____
8. Jackets - Year Round for Deputies, Waist Length	6 ea	\$_____	\$_____
TOTAL BID			\$_____
ALTERNATE PRICE -			
100% Polyester Trousers for <u>Deputies</u>	20pr	\$_____	\$_____

BID SECURITY REQUIRED: Yes ____ Amount: _____
 No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes ____
 No ____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
 (b) Bid prices subject to escalation/de-escalation: _____.
 (c) If (b), state period for which prices will remain firm:
 Through _____.

Contract Extension Renewal is an option: Yes____
No ____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period:_____; or
(b) Bid prices subject to escalation/de-escalation:_____.
(c) If (b), state period for which prices will remain firm:
Through_____.

INTERLOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County.

___ YES ___ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

**NOTE: RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 07-138
Along with your Company's Name**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

SPECIFICATIONS FOR LANCASTER COUNTY SHERIFF UNIFORMS

1. ADDITIONAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for a Sheriff uniforms.
- 1.2 Bid prices shall include entire cost of the uniforms and delivery.
- 1.3 Bidder shall submit two (2) complete sets of bid documents and all supporting material, unless otherwise stipulated.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
 - 1.4.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 Contract period will be for one (1) year starting on date of contract execution with the option to renew for up to two (2) additional one (1) year periods.

2. SAMPLES

- 2.1 One sample of each item being bid must be submitted with your proposal if bidding other than specified brand and style.
- 2.2 Manufacturers brochures and specifications must accompany your proposal for the sample being bid.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be made on a PO issued by the Purchasing Agent.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the spec number assigned by Lancaster County.
- 3.3 If asked, the Contractor shall furnish Lancaster County with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs to the following location:

Lancaster County Sheriff
Justice & Law Enforcement Center
575 S. 10th Street
Lincoln, NE 68508

- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln working days.
- 4.3 Delivery of in-stock items are to be initiated with one week of receipt of order.
- 4.4 Delivery of non-stock items are to be initiated with two weeks of receipt of order.

5. WORKMANSHIP

- 5.1 Each garment shall be new, clean, well made military pressed in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.
- 5.2 All thread used shall be the best grade of pure dye thread to match garment material.

6. **LABELS AND IDENTIFICATION**

- 6.1 Each garment shall have a linen label indicating the individual's name, exact measurements, date of manufacture and other pertinent data.
- 6.2 Labels shall be sewn on all four sides and placed at an appropriate location on the inside of the garment.

7. **INVENTORY**

- 7.1 Successful bidder shall guarantee an adequate stock of standard sizes at all times.

8. **MEASUREMENTS**

- 8.1 Successful bidder shall be responsible for all measurements conducted by them and any required alterations.

9. **SHIPMENT**

- 9.1 Garments shall be shipped in strong boxes to prevent damage in shipment.

10. **SHORT SLEEVE SHIRT SPECIFICATIONS**

- 10.1 Lancaster County Sheriffs Department emblem to be attached to left sleeve, centered 1" below shoulder seam.
- 10.2 Shirts to be individually poly-bagged.
- 10.3 Name tag (1"x 3") to be sewn **inside shirt** for identification purposes.
- 10.4 Womens short sleeve shirts for Deputies shall be: The Force by Horace Small - Part# HS1273 - Deputy Deluxe Poly/Rayon - Brown Color
- 10.5 Mens short sleeve shirts for Deputies shall be: The Force by Horace Small - Part #HS1218 - Deputy Deluxe Poly/Rayon - Brown Color
- 10.6 Womens short sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1277 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
- 10.7 Mens short sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1222 - Deputy Deluxe Poly/Rayon - Silver/Tan Color

11. **LONG SLEEVE SHIRT SPECIFICATIONS**

- 11.1 Womens long sleeve shirts for Deputies shall be: The Force by Horace Small - Part # HS1171 - Deputy Deluxe Poly/Rayon - Brown Color
- 11.2 Mens long sleeve shirts for Deputies shall be: The Force by Horace Small - Part #HS1120 - Deputy Deluxe Poly/Rayon - Brown Color
- 11.3 Womens long sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1176 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
- 11.4 Mens long sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1124 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
- 11.5 Lancaster County Sheriffs Department emblem attached to left sleeve, centered 1" below shoulder seam.
- 11.6 Shirts to be individually poly-bagged.
- 11.7 Name tag (1"x3") to be sewn **inside shirt** for identification purposes.

12. **YEAR ROUND TROUSERS SPECIFICATIONS**

- 12.1 Mens 4 pocket Trousers for Deputies shall be New Generation Poly/Wool - Part #HS2118 Pink-Tan Color
- 12.2 Womens 4 pocket Trousers for Deputies shall be New Generation Poly/Wool - Part #HS2210 - Pink-Tan Color
- 12.3 Mens 4 pocket Trousers for Deputies shall be Sentry Plus 100% Polyester - Part #HS2143 - Pink-Tan Color
- 12.4 Womens 4 pocket Trousers for Deputies shall be Sentry Plus 100% Polyester - Part #HS2175 - Pink-Tan Color
- 12.5 Mens 4 pocket Trousers for Court Officers shall be Sentry Plus 100% Polyester - Part # HS2147 - Brown Color
- 12.6 Womens 4 pocket Trousers for Court Officers shall be Sentry Plus 100% Polyester - Part # HS2179 - Brown Color

13. FELT SHERIFF-STYLE HAT SPECIFICATIONS

13.1 Hats must be Stratton #S-42 Uniform Hat or equivalent - Brown Color

14. YEAR ROUND JACKET SPECIFICATIONS

14.1 Jackets must be waist length Blauer GTX #9010Z or equivalent - Brown Color

14.2 Jacket hoods must be Blauer GTX #9121 or equivalent - Brown Color

14.3 Jacket and hood must be from the same manufacturer.

14.4 Name tag ($\frac{1}{2}$ " x $2 \frac{3}{8}$ ") to be sewn on outside of jacket for identification purposes.

14.5 Department Cloth Badge patch to be sewn on outside of jacket.

15. EMBLEMS AND CHEVRONS

15.1 The department will provide emblems and chevrons, to be sewn on by the contractor.

15.2 Bid prices shall include attaching these items to the garments.

15.3 Specific locations for the emblems and chevrons will be given at time of contract.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. **BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. **BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at lincoln.ne.gov Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.
- 13.7 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. INSURANCE

- 19.1 All bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
- 6.2 In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.